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International, Inc.

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**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA**

ANDY JANG, on behalf of himself  
and all others similarly situated,

Plaintiff,

v.

ASSET CAMPUS HOUSING, INC.,  
PROPERTY SOLUTIONS  
INTERNATIONAL, INC. and DOES  
1 through 500,

Defendants.

Case No.: 2:15-cv-1067 JAK (PLAx)

**STIPULATED AGREEMENT RE  
PROTECTIVE ORDER**

Plaintiff Andy Jang (“Plaintiff”) and Defendants Asset Campus Housing, Inc. and Property Solutions International, Inc. (“Defendants”) (Plaintiff and Defendants are collectively referred to herein as the “Parties”), through their respective attorneys of record, hereby stipulate and agree that all documents, information and material produced in this case shall be reviewed, used, disclosed and/or disseminated solely for the purposes of this litigation in accordance with the terms set forth below.

**WHEREAS**, the parties in the above-titled matter may seek to discover certain broad categories of documents which may encompass certain intellectual

1 property, and/or confidential, proprietary, business, financial and trade secret  
2 information from each other, and

3 **WHEREAS**, the Parties' attorneys have reasonably conferred on the scope  
4 of this Stipulated Agreement, the Parties do hereby agree to the following:

5 **1. GOOD CAUSE STATEMENT**

6 Defendants' products include databases that contain vast amounts of banking  
7 information, personal identifying information, and other confidential information  
8 that corresponds to their direct or indirect customers. This data is protected by both  
9 state and federal regulations that include but are not limited to: the Fair Credit  
10 Reporting Act, 15 U.S.C. 1681 *et seq.*; California Civil Code §§ 1785.1-1785.36;  
11 1798.29; 1798.80-1798.84; 1798.81.5; 1798.85 – 1798.86; 1785.11.1 and  
12 1785.11.6; California Financial Code §§ 4050-4060; California Public Utilities  
13 Code §§ 2891-2894.10; the Insurance Information and Privacy Protection Act –  
14 California Insurance Code §§ 791 *et seq.*; the SSAE 16 Standard and Service  
15 Organization Reporting Standards, PCI SSC Data Security standards or the  
16 Gramm-Leach-Bliley Act.

17  
18 **2. Scope.**

19 (a) The protection of this Stipulated Agreement may be invoked and  
20 shall be applied on a narrowly-tailored basis to protect only documents, materials,  
21 items, or information that contain, reflect, or incorporate information that is  
22 lawfully entitled to confidential treatment under existing California or Federal law  
23 (hereinafter "Confidential Information"), including but not limited to trade secrets  
24 defined by California Civil Code § 3426.1(d), financial information, personal  
25 information, customer information, information submitted to a governmental office  
26 but subject to a public policy of confidentiality, or other highly sensitive research,  
27 development, production, commercial or business information.

1 (b) Confidential Information produced by any party or nonparty as part of  
2 discovery in this litigation may be designated by such party or nonparty as: (a)  
3 "Confidential"; or (b) "Highly Confidential – Attorneys' Eyes Only" only under the  
4 terms of this Stipulated Agreement. Blanket-designation of documents or  
5 information as "Confidential" or "Highly Confidential – Attorneys' Eyes Only" *en*  
6 *masse* and/or without regard to the specific contents of each document or piece of  
7 information, is prohibited. Upon request, a producing party or nonparty shall  
8 produce, if possible, a redacted, public version of a document that has been  
9 designated as "Confidential" or "Highly Confidential – Attorneys' Eyes Only."

10 (c) As a general guideline, information or materials designated as  
11 "Confidential" shall be any information or materials that the producing party  
12 reasonably believes constitute or include proprietary business or financial  
13 information, or personal information or information furnished to it in confidence by  
14 any third party, which information is not known or freely accessible to the general  
15 public, and is entitled to protection as provided herein consistent with applicable  
16 law.

17 (d) As a further general guideline, information or materials designated as  
18 "Highly Confidential – Attorneys' Eyes Only" shall be any information or materials  
19 that a producing party reasonably and in good faith believes constitute trade secrets  
20 or other highly sensitive research, development, production, commercial, or  
21 business information (including but not limited to proprietary information,  
22 contracts, bids, partner or end-user information, corporate planning documents,  
23 strategic planning documents, documents that reveal market or customer analyses,  
24 competitive strategy, pricing, research and development documents, financial  
25 statements, and other financial or budgetary documents) that might reasonably be of  
26 value to the party requesting the document and might reasonably pose a commercial  
27 disadvantage to the producing party if disclosed to the party requesting the  
28 document, and that is entitled to protection as provided herein consistent with

1 applicable law. Absent a specific order by the Court, once designated as “Highly  
2 Confidential – Attorneys’ Eyes Only,” such designated information shall be used by  
3 the Parties solely in connection with this litigation, and not for any business,  
4 competitive, or governmental purpose or function, and such information shall not  
5 be disclosed to anyone except as provided herein.

6 (e) Any person designating documents, testimony, or other information as  
7 “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” asserts that he  
8 believes in good faith that such material, including but not limited to any  
9 documents, deposition testimony, written responses to discovery, or other  
10 information or materials produced or disclosed during discovery or trial in this case,  
11 as well as all pleadings, testimony, exhibits or any other materials, including but not  
12 limited to copies, summaries or abstracts of such materials, contains or discloses  
13 intellectual property, trade secrets, confidential or proprietary technical, financial or  
14 business information, or any other commercially sensitive information that should  
15 not be disclosed to anyone except the Parties, their counsel in this litigation  
16 (including in-house counsel as described below), and their experts.

17 (f) Documents, testimony, or other information that is lawfully obtained  
18 or obtainable from publicly available sources may not be designated as  
19 “Confidential” or “Highly Confidential – Attorneys’ Eyes Only”.

### 20 3. Designation of Documents and Depositions.

#### 21 (a) Documents.

22 (i) Designation of a document or group of documents produced by  
23 any party or third party as “Confidential” or “Highly Confidential – Attorneys’  
24 Eyes Only” shall be made by conspicuously stamping “Confidential” or “Highly  
25 Confidential – Attorneys’ Eyes Only” on the document(s) or group(s) of documents  
26 at or before the time of production.

27 (ii) Any third party to this action that produces documents or  
28 provides testimony in this action, either voluntarily or by compulsory process, may

1 designate any Confidential Information produced by that third party as  
2 "Confidential" or "Highly Confidential – Attorneys' Eyes Only" pursuant to this  
3 Stipulated Agreement to the same extent the Parties may so designate.  
4 Furthermore, and notwithstanding the requirements of Paragraph 2(a)(i), all  
5 documents produced by a third party shall be treated as "Highly Confidential –  
6 Attorneys' Eyes Only" for a period of thirty (30) days following the date of their  
7 production.

8 (iii) At any time during the thirty (30) day period after which a third  
9 party has produced documents, any party to the action may designate any of said  
10 documents as "Confidential" or "Highly Confidential – Attorneys' Eyes Only"  
11 pursuant to the provisions of the Stipulated Agreement. The party designating any  
12 third-party document as "Confidential" or "Highly Confidential – Attorneys' Eyes  
13 Only" shall provide written notice of the designation to all parties to the action and  
14 to the party that produced said document.

15 (b) **Deposition testimony.**

16 (i) Designation of a deposition or other pretrial testimony, or  
17 portions thereof, as "Confidential" or "Highly Confidential – Attorneys' Eyes  
18 Only" shall be made by a statement on the record by counsel for the party or any  
19 third party making the claim of confidentiality at the time of such testimony. The  
20 portions of depositions so designated as "Confidential" or "Highly Confidential –  
21 Attorneys' Eyes Only" shall be taken only in the presence of persons qualified to  
22 receive such information pursuant to the terms of this Stipulated Agreement: the  
23 Parties, the Parties' experts, the court reporter, the deponent, and the deponent's  
24 attorney. Portions of such deposition transcripts shall be clearly marked as  
25 "Confidential" or "Highly Confidential – Attorneys' Eyes Only" on the cover or on  
26 each page, as appropriate.

27 (ii) Any party or third party may designate portions of depositions  
28 taken as containing Confidential Information even if not initially marked as

1 “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” by informing  
 2 counsel for each other party in writing within thirty (30) days of the receipt of the  
 3 deposition transcript (the “Confidentiality Designation Period”) that it seeks to  
 4 designate “Confidential” or “Highly Confidential – Attorneys’ Eyes Only.” Until  
 5 such time as the Confidentiality Designation Period has elapsed, neither party shall  
 6 disclose or use such transcripts or the information contained therein, without  
 7 treating such information as “Highly Confidential – Attorneys’ Eyes Only.”  
 8 Thereafter each such document or transcript shall be treated in accordance with the  
 9 terms of this Stipulated Agreement. Any person who receives actual notice of any  
 10 designation of previously produced documents or deposition transcripts as  
 11 containing Confidential Information shall treat the information as if it had been  
 12 designated as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” at  
 13 the time he first received it and shall mark all copies in his possession accordingly.  
 14

15 **(c) Written Discovery Responses.**

16 **(i)** In the case of information produced or incorporated in the form  
 17 of answers to interrogatories, requests for admission, or other written discovery  
 18 responses, the appropriate confidentiality designation shall be placed in front of the  
 19 specific answer or response being designated, or on the caption page and also on  
 20 each page if all of the answers or responses to a particular set of discovery requests  
 21 are so designated.

22 **4. Limitation on Disclosure of Confidential Information.**

23 **(a)** Information or material designated as “Confidential,” or copies or  
 24 extracts therefrom and compilations and summaries thereof, may be disclosed,  
 25 summarized, described, characterized, or otherwise communicated or made  
 26 available in whole or in part only to the following persons:  
 27  
 28



1 (i) Parties' outside counsel in this action and regular and temporary  
2 employees of such counsel to whom it is necessary the information or material be  
3 shown for the purposes of this litigation;

4 (ii) any person who is listed on the designated document as an  
5 author or recipient;

6 (iii) with respect to (a) documents where the author or recipient is an  
7 entity and (b) documents that are executed or authorized by an entity, any employee  
8 or representative of that entity who was involved in the drafting, negotiation,  
9 review, or execution of the document;

10 (iv) outside experts, advisors, and consultants (including their  
11 employees and support staff) retained by counsel of record in this litigation,  
12 provided that such experts, advisors, or consultants shall not be employees of a  
13 party or otherwise working for or on behalf of a party in connection with that  
14 party's business. Outside experts, advisors, and consultants must be retained solely  
15 for the purpose of advising and assisting outside counsel or giving expert testimony  
16 in this action;

17 (v) the Court, its secretaries, clerks, and law clerks;

18 (vi) deposition and court reporters and their support personnel  
19 employed in connection with this action;

20 (vii) graphics or design services retained by counsel for a party for  
21 purposes of preparing demonstrative or other exhibits for deposition, trial, or other  
22 court proceedings in this action;

23 (viii) non-technical jury or trial consulting services retained by  
24 counsel for a party; and

25 (ix) any other person only upon order of the Court or upon prior  
26 written consent of the party producing the Confidential Information or material; and

27 (x) Parties and employees of the Parties whose assistance is needed  
28 by counsel for the purposes of this litigation.

(b) Information or material designated as “Highly Confidential – Attorneys’ Eyes Only,” or copies or extracts therefrom and compilations and summaries thereof, may be disclosed, summarized, described, characterized, or otherwise communicated or made available in whole or in part only to the following persons:

(i) all of the persons listed in Paragraph 3(a)(i)-(ix); and

(ii) in-house attorneys and legal staff of a party who have reason to view designated documents or groups of documents.

(c) Before any person described in paragraphs 3(a) (iv), (vii), (viii), (ix) or 3(b) (ii) receives or is shown any document or information that has been designated “Confidential” or “Highly Confidential – Attorneys’ Eyes Only,” such person shall be given a copy of this Stipulated Agreement and agree in writing, in the form of the Acknowledgement and Agreement attached hereto as Exhibit A, to be bound by its terms. The original and each Acknowledgement and Agreement shall be maintained by counsel. Any counsel may require another counsel to provide a copy of the Acknowledgement and Agreement signed by a witness at a deposition before the witness is deposed with regard to any Confidential Information.

(d) Nothing in this Stipulated Agreement shall prevent a party or nonparty from using or disclosing its own materials that it has designated “Confidential” or “Highly Confidential – Attorneys’ Eyes Only.”

## **5. Filing Under Seal.**

Any papers sought to be filed with the Court that contain or reveal Confidential Information and designated as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” shall be filed under seal in accordance with the rules of the Court to preserve the Confidential Information therein. If a party wishes to include Confidential Material in any papers to be filed with the Court, such papers shall be accompanied by an application to file the papers—or the confidential portion thereof—under seal. Such application must show good cause for filing under seal,



1 and shall be directed to the judge to whom the papers are directed. Pending the  
2 ruling on the application, the papers or portions thereof subject to the sealing  
3 application shall be lodged under seal.

4 **6. Challenge to Confidentiality Designation.**

5 Where any party or third party disagrees with the confidentiality  
6 designation of a document or other material, that party has the right to challenge  
7 such a designation by written objection. Objections to the confidentiality  
8 designation of any document or material shall be served on all Parties, and if the  
9 document was produced by a third party, shall be served on the party that produced  
10 the document. Any disputes concerning the designation of a document or other  
11 material as "Confidential" or "Highly Confidential – Attorneys' Eyes Only" shall  
12 be governed by Local Rule 37, and must occur within the discovery period  
13 established by the Court. If the parties to a dispute covered by this paragraph wish  
14 to file the Joint Stipulation required by Local Rule 37 under seal, the parties may  
15 file a stipulation to that effect, or the moving party may file an ex parte application  
16 making the appropriate request. The parties must set forth good cause in the  
17 stipulation or ex parte application as to why the Joint Stipulation or portions thereof  
18 should be filed under seal. The party or third party asserting confidentiality of  
19 documents or other information designated as "Confidential" or "Highly  
20 Confidential – Attorneys' Eyes Only" shall ultimately bear the burden of  
21 demonstrating the need for the designation. Pending resolution of any dispute, all  
22 documents and information designated as "Confidential" or "Highly Confidential –  
23 Attorneys' Eyes Only" shall be protected as such under this Stipulated Agreement.

24 **7. Survival of Stipulated Agreement – Return of Documents.**

25 (a) This Stipulated Agreement shall continue in effect until otherwise  
26 ordered by the Court. Where the validity of the Stipulated Agreement is challenged  
27 by either party, proper notice and an opportunity to be heard in accordance with the  
28 requirements of the Federal Rules of Civil Procedure must be afforded to the Parties

1 to this action. The final determination or settlement of this action shall not relieve  
 2 any person who has received Confidential Information or agreed to be bound by the  
 3 terms of this Stipulated Agreement of his obligations hereunder. The Court shall  
 4 retain jurisdiction after such final determination or settlement to enforce this  
 5 Stipulated Agreement. Subject to Paragraph 5 above, upon completion of the  
 6 litigation, all Confidential Information as defined in Paragraph 1(b) above, whether  
 7 originals or copies, shall be destroyed or returned to counsel for the producing  
 8 party, except that documents on which any person has made notations may be  
 9 destroyed. Within sixty days of the conclusion of this litigation, the attorneys for  
 10 the receiving party shall provide the attorneys for the producing party a certificate  
 11 representing that such return or destruction was made.

12 (b) Except as provided in paragraphs 4 or 6, documents or things  
 13 containing the other party's or any third party's Confidential Information shall at all  
 14 times be in the physical possession of those persons qualifying under paragraph 3,  
 15 or kept by counsel of record at the premises regularly maintained by such counsel  
 16 of record as and for their respective law offices.

#### 17 **8. Use of Documents at Trial.**

18 This Stipulated Agreement, except as provided in paragraph 4, shall not  
 19 apply to information designated or marked "Confidential" or "Highly Confidential  
 20 – Attorneys' Eyes Only" hereunder that is used during trial in this action. Once this  
 21 action proceeds to trial, all of the court-filed information that is to be introduced  
 22 and was previously designated as "Confidential" or "Highly Confidential –  
 23 Attorneys' Eyes Only" and/or kept and maintained pursuant to the terms of this  
 24 Stipulated Agreement becomes public and will be presumptively available to all  
 25 members of the public, including the press, unless compelling reasons supported by  
 26 specific factual findings to proceed otherwise are made to the district judge in  
 27 advance of the trial. *See, e.g., Hagestad v. Tragesser*, 49 F.3d 1430, 1434 (9th Cir.  
 28 1995); *San Jose Mercury News, Inc. v. U.S. District Court - Northern District*, 187

1 F.3d 1096, 1102 (9th Cir. 1999); *Kamakana v. City and County of Honolulu*, 447  
2 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for  
3 sealing documents produced in discovery and attached to non-dispositive motions  
4 from “compelling reasons” standard when merits-related documents are part of the  
5 judicial record). The Parties hereby reserve their rights to use, or seek to limit the  
6 disclosure of, Confidential Information at trial.

7 **9. Use of Own Documents by Producing Party.**

8 Nothing in this Stipulated Agreement shall limit the use by any party, person  
9 or entity of documents or information produced or authored by him or his  
10 employer.

11 **10. Disclosure of Confidential Information to Third Parties.**

12 Nothing in this Stipulated Agreement shall be construed to confer upon any  
13 third party the right to access any Confidential Information produced by either party  
14 in this action except to the extent that said Confidential Information may be  
15 disclosed pursuant to paragraph 3 hereof.

16 **11. Applications to Court.**

17 (a) This Stipulated Agreement shall not preclude or limit any party’s right  
18 to oppose or object to discovery on any ground that would be otherwise available.  
19 This Stipulated Agreement shall not preclude or limit any party’s right to seek in  
20 camera review or to seek lesser, further and/or additional protection against or  
21 limitation upon production or dissemination of information produced in response to  
22 discovery, including documents and their contents.

23 (b) Any person to or by whom disclosure or inspection is made in  
24 violation of this Stipulated Agreement, and who has knowledge of this Stipulated  
25 Agreement, shall be bound by its terms.

26 (c) If any person violates or threatens to violate this Stipulated Agreement,  
27 the Parties agree that the aggrieved party may immediately apply to obtain  
28 injunctive relief against any such person. All persons subject to this Stipulated

1 Agreement agree that the Court shall retain jurisdiction over them for the purposes  
2 of enforcing this Stipulated Agreement, including, but not limited to issuing an  
3 injunction, imposing sanctions, or holding any person in contempt of court.

4 (d) If any deponent required by this Stipulated Agreement to execute the  
5 written Acknowledgment and Agreement described in paragraph 3(c) refuses to do  
6 so, the Parties may complete the deposition on other matters or adjourn it and move  
7 the Court for any appropriate relief, including (without limitation) an order that the  
8 deponent shall execute the written agreement described in paragraph 3(c), or an  
9 order that deponent shall be bound by the terms of this Stipulated Agreement. Any  
10 nonparty whose Confidential Information is the subject of such a motion shall be  
11 given notice thereof. Alternatively, if any individual deponent refuses to execute  
12 the Stipulated Agreement, the Parties shall not disclose any Confidential  
13 Information to that individual.

## 14 **12. Agreement to Cooperate.**

15 The Parties and their respective attorneys of record agree that, when a party's  
16 attorney requests a deponent to sign the written Acknowledgment and Agreement  
17 described in paragraph 3(c), the other party's attorney will join in such request,  
18 unless that attorney has a good faith basis for refusing to join in such request;  
19 provided, however, that this requirement shall not apply with respect to any  
20 deponent who is represented at his deposition by an attorney of record for any party  
21 hereto (including any member or associate of their respective law firms). An  
22 attorney's request to sign an acknowledgment shall not be construed as legal advice  
23 to the deponent or a waiver of any position concerning confidentiality, but shall and  
24 may be stated to be a request to facilitate discovery.

## 25 **13. No Admissions.**

26 Neither entering into this Stipulated Agreement, nor receiving any documents  
27 or other information designated as "Confidential" or "Highly Confidential –  
28 Attorneys' Eyes Only" shall be construed as an agreement or admission (1) that any

1 document or information designated as “Confidential” or “Highly Confidential –  
2 Attorneys’ Eyes Only” merits protection as Confidential Information; (2) as to the  
3 correctness or truth of any allegation made or position taken relative to any matter  
4 designated as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only”; or  
5 (3) as to the authenticity, competency, relevance, materiality, or admissibility of  
6 any information or document designated as “Confidential” or “Highly Confidential  
7 – Attorneys’ Eyes Only.”

#### 8 **14. Inadvertent Production.**

9 The Parties agree that inadvertent production of documents or information  
10 subject to any applicable privilege, including but not limited to the attorney-client  
11 privilege or work product doctrine, despite reasonable efforts to screen such  
12 documents and information prior to production, does not waive such applicable  
13 privilege or protection, provided a request for return of such documents or  
14 information is made promptly upon learning of such inadvertent production. Once  
15 a request for the return of inadvertently produced documents has been made, the  
16 receiving party shall, within ten calendar days, return the inadvertently produced  
17 materials, and all copies of those materials that may have been made, and any notes  
18 regarding those materials shall be destroyed. If a party, through inadvertence, has  
19 produced any Confidential Information without labeling or otherwise designating it  
20 as such in accordance with terms of this Stipulated Agreement, the producing party  
21 may request that the document or information previously produced without such  
22 designation be deemed as “Confidential” or “Highly Confidential – Attorneys’ Eyes  
23 Only” by giving written notice. The receiving party shall treat the documents or  
24 information accordingly upon being notified as such. Any disclosure prior to  
25 receipt of such notice to persons not authorized under this Stipulated Agreement  
26 shall not be considered a violation of this Stipulated Agreement, provided that the  
27 disclosing party promptly retrieves such later-designated Confidential Information  
28 and notifies the other party in writing of all the persons to whom such disclosure



1 was made and the scope and extent of such disclosure. For purposes of this  
2 Stipulated Agreement, inadvertent production refers to circumstances where the  
3 producing party took reasonable precautions, but an error was made in the  
4 production of the information without the knowledge of the producing party's  
5 attorney.

6 **15. No Waiver of Privilege or Other Objections.**

7 Nothing in this Stipulated Agreement shall require disclosure of material that  
8 counsel for a party contends is protected from disclosure by the attorney-client  
9 privilege, the attorney work-product immunity doctrine, or any other legal  
10 privilege. Moreover, the Parties hereto specifically reserve the right to object to, or  
11 to seek a protective order concerning, the disclosure of any Confidential  
12 Information. Nothing in this Stipulated Agreement shall be construed as a waiver  
13 of the right of any party to object to the taking or the admissibility of any  
14 testimony, documents, or other evidence where such objection is based on grounds  
15 other than that the testimony, documents or evidence involves Confidential  
16 Information. The Parties hereto specifically reserve the right to raise all appropriate  
17 objections, such as relevancy, to any request for testimony, documents or other  
18 evidence, or the admissibility thereof.

19 **16. Disclosure in Violation of Stipulated Agreement.**

20 (a) If any Confidential Information is disclosed to any person other than in  
21 the manner authorized by this Stipulated Agreement, the party responsible for the  
22 disclosure must immediately inform all other Parties of all facts pertinent to the  
23 disclosure, and without prejudice to the rights and remedies of the designating  
24 party, make every effort to prevent further unauthorized disclosure on its own part  
25 or on the part of the recipient of such Confidential Information.

26 (b) If any party receives a subpoena or document request from a  
27 government agency or third party in a judicial or administrative proceeding that  
28 calls for the production of documents produced by the other party, the receiving



1 party shall promptly inform the producing party in writing of the subpoena or  
2 request. A party receiving a subpoena shall not produce responsive documents  
3 unless the subpoenaed party has given notice to, and allowed ample opportunity for  
4 the other party to seek appropriate relief, as governed by the rules, law, and other  
5 legal authority applicable to the subpoena.

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17. **Modification—Further Agreements.**

Any party may seek modification of this Stipulated Agreement upon proper notice or enter into other written agreements designed to protect Confidential Information.

Respectfully submitted,  
LAW OFFICES OF RON BOCHNER

Dated: May 15, 2015

By: /s/ Ron K. Bochner  
Ron K. Bochner

Attorney for Plaintiff

MARKUN ZUSMAN FRENIERE &  
COMPTON LLP

Dated: May 15, 2015

By: /s/ Kevin K. Eng  
Kevin K. Eng


Deepak Gupta  
(*pro hac vice* application forthcoming)  
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Attorneys for Defendants

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

Dated: MAY 19, 2015  
*pu*

  
Paul L. Abrams  
United States Magistrate Judge

**EXHIBIT A**

I, \_\_\_\_\_, declare that:

I have been given a copy of and have read the Stipulated Agreement and [Proposed] Protective Order ("Stipulated Agreement") entered in the case entitled: *Andy Jang v. Asset Campus Housing, Inc., Property Solutions International, Inc., et al.*, Case No. 2:15-cv-1067 JAK (PLAx) (United States District Court, Central District of California). I agree to abide by the Stipulated Agreement and not to reveal or otherwise communicate to anyone or utilize any of the information designated "Confidential" or "Highly Confidential – Attorneys' Eyes Only" that is disclosed to me except in accordance with the terms of such Stipulated Agreement. I acknowledge that any intentional violation of the Stipulated Agreement may be punishable as contempt of the Court or through monetary sanctions ordered by the Court, or both.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature